1945

File No. S. Dwr 12/44

Legal DEPARTMENT

A BRANCH

Subject:— Civil Suit no. 231 of 1944

1 Revaneppa Sangappa Baligar of Kalghatgi.

2 Mallappa Revaneppa Baligar of do—

3 Basappa Revaneppa Baligar of do—

---- Plffs.

Vs

1. The Provincial Government of Bombay Def

Claim Rs. 600

~~~ o ~~~

₹ 55 (E, K)

File No. S. Dwr 12/44

Bd. Sects. Slip 1-9
~~~

C O N T E N T S

File No. S DWR 12/44

Sr. No.	Compilation No.	Subject	Pages
		Suits D.W R C.S.No. 231 of 44 1. R.S.Baligar) 2. MrR. Baligar) Plffs. 3. B.R. Baligar) vs The Provincial Govt of Bombay Claim for Rs. 600/-	

Mr/13/4

Below monthly return for the month of September 1944, from the District Government Pleader of Dharwar

No. 7015

Office of the
Remembrancer of Legal Affairs,
Bombay Castle, 9th October 1944.

Forwarded with compliments to the Collector of Dharwar with a request that the report and papers regarding Suit No. 231 of 1944 mentioned in the return may be submitted at an early date in accordance with rule 118 of the Law Officers' Rules.

A.C. By order,

R M Mehta

for Remembrancer of Legal Affairs.

Issued 9/10.

submitted for signature
9/10.

P.A Rs 9/10

3

Subject:- Sanction of defence of Dharwar L.C.Suit No. 231 of 1944.

No.L.A.W. 449.

Letter.

To

Office of the Collector
Dharwar, 4th November 1944.

The Commissioner, S.D.Belgaum.

In submitting herewith the papers of the case ending with District Government Pleader, Dharwar's No. 489 dated 11/10/1944, I have the honour to state that the R.L.A. may kindly be moved to accord sanction for the defence of the suit in question.

J.

Collector of Dharwar.

No.489

Dharwar 11th October 1944.

5

To

The Remembrancer of Legal Affairs,

Bombay.

Subject:-Sanction of defence of Dharwar L.C.Suit No.231 of 1944.

Sir,

In accordance with rule 118 of the Law Officers Rules I have the honour to submit herewith chronological statement of facts and grounds of defence in duplicate together with all the papers of this case for favour of according necessary sanction for the defence of the suit.

1. The suit is numbered as L.C.Suit No.231 of 1944.
2. The suit has been filed on 16-8-1944 in the court of the First Class Sub-Judge, Dharwar.
3. Names of the parties:-

   1. Revaneppa Sangappa Baligar of Kalghatgi.
   2. Mallappa Revaneppa Baligar of Do.
   3. Basappa Revaneppa Baligar of Do.

   ..... Plffs.

   Vs.

   1. The Provincial Government of Bombay.

   ..... Deft.

4. The suit is valued at Rs.600/-.
5. The plaintiffs have given notice of their intention to file the suit to the Collector on 8-6-1944.
6. The above suit has been fixed on for puttir in written statement on behalf of deft (Govt).

It is submitted, therefore, that the defence of the suit may kindly be sanctioned with such additions and alterations, as may be deemed fit and proper.

Your obedient servant,

S.R.Mulgund

District Government Pleader.

Dr 11/10

Respectfully submitted through the Collector of Dharwar, as per Rule 119 of the Law Officers Rules.

S.R.Mulgund

District Government Pleader.

L.C.Suit No.231 of 1944.

In the court of the First Class Sub-Judge,

at Dharwar.

Plff:1. Revaneppa Sangappa Baligar of Kalghatgi.

2. Mallappa Revaneppa Baligar of Kalghatgi.

3. Basappa Revaneppa Baligar all of Kalghatgi.

Vs.

Deft:- The Provincial Government of Bombay.

Chronological statement of facts.

1. The suit is for a declaration that the two - properties in suit viz.(1) house with back-yard at - Kalghatgi situated in Goulager Galli & (2) R.S.No.93/1 acres 2-34 assessment 1-11-0 are not liable for the recovery of the Tagai loan incurred by Sangappa Revanappa Baligar (deceased brother of the plffs 2 and 3 and son of plff No.1) and for (b) permanent injunction restraining the Collector of Dharwar and his subordinates from selling the said property (for recovery of the said loan), for costs and interest thereon and other equitable reliefs.

2. On 17-3-1927 one Sangappa Revanappa Baligar of Kalghatgi, under the provisions of the Land Improvement Act, borrowed from Government a Tagai loan of Rs.1000/- P.5-9 for the purpose of erecting a wire fence around his R.S. No.60 of Kallapur Taluka Kalghatgi, by hypothacating his lands R.S.Nos.60 and 75 of Kallapur in favour of Govern--ment. One Appabhat alias Krishnabhat Shrinivasbhat - Yellapurkar of Kalghatgi stood a surety (personal) for the borrower Sangappa. The said Tagai loan was made payable in instalments of Rs.150/- a year, the first instalment being made payable on 10-1-1928.

3. From the report of the Mamlatdar, Kalghatgi, to the District Deputy Collector I Division, dated - 26-6-1936 it appears that from the year 1927-28 Rs.100/- only on account of instalment instead of Rs. Rs.150/- were being paid by this Sangappa upto 1935. On

31-7-1935 Sangappa died leaving behind him his only minor daughter Savakka, who thereafter went under the guardianship of her grand-father Revanappa (Plff No.1). On 7th July 1936 the Collector of Dharwar accorded - sanction for the recovery of the nine previous instal- P.53. ments at Rs.100/- and ordered that the balance should be recovered in future instalments of Rs.150/- per year.

4. On 19-7-1939 the Mamlatdar of Kalghatgi submitt--ed a report to the Prant Officer, I Dn., to the follow- ing effect. The borrower Sangappa died on 31-7-1935 leav- P.77 ing behind him his minor daughter Shivakka as already stated. The name of this Shivakka by her guardian Revaneppa grand-father was entered in the R of R against the two lands P.65-67 of deceased Sangappa. This Sangappa has two brothers viz., Mallappa and Basappa who were divided from Sangappa even during the life-time of the latter and prior to the date of the loan. The loan was not recovered since 1936-37. A balance of Rs.647/- on account of principal and Rs.141-13-0 on account of interest was still outstanding against the Khata of the borrower. There was a breach of condition No.6 para 2 of the Tagai-bond No.I which states that if the borrower fails to pay the instalment within the stipulated time the arrears would be recovered at once. On 6-3-1936 the surety Appabhat also died. Even the proposed wire fencing for ~~the~~ which the loan was - advanced had been recovered during the life-time of the borrower. Under the circumstances, the Mamlatdar recommended recovery of the Tagai loan by proceeding against the lands hypothecated.

5. From the report dated 10-8-1939 made by the Mamlatdar to the D.D.C. I Dn., it appears that after the death of the borrower Sangappa on 31-7-1935 two instalments due for 1934-35 and 1935-36 were recovered from Revanappa the father of the deceased (Plff 1) who happened to be in possession of the two lands mortgaged to - Government as guardian of Shivakka minor daughter of the borrower. It appears further ~~th~~ from the report of the Mamlatdardated - 16-12-1939 to the D.D.C.I Dn. that even the land revenue for the year 1938-39 in respect of the said two lands (R.S.Nos.60 & 75) of Kallapur mortgaged to Government was not recovered. These two

lands were declared forfeited and brought to Government
P.93 reverse. waste for non-payment of land revenue.

6. On 30-12-1939/81-1940 the Assistant Collector I Division, submitted a report to the Collector to the effect that the lands R.S.Nos.60 and 75 of Mallapur
P.99 file hypothecated by Sangappa for security of tagai loan, having been forfeited for non-payment of L.R. and having been brought to Government waste, and the deceased borrow-er having no other property, and the surety also being dead on 6-7-1936 leaving behind him a son who had ~~already~~ already disposed of his property, the recovery was not possible. The Asst. Collector, therefore, recommended that the Tagai dues may be remitted.

7. On 23rd April 1940 the Collector ordered that the orders of the Prant Officer under his Nos.KL.2952 of 21-7-1939 and 2960 of 21-7-1939 were modified and the
P.100. orders bringing the S.Nos.75 and 60 of Mallapur to Govt. waste were cancelled. He further ordered that the two S.Nos.(hypothecated) should be put to sale and the sale proceeds credited to Government towards the satisfaction of the tagai dues.

P 173 8. On the 16th August 1941 the D.D.C.I dn., reported to the Collector that the two hypothecated S.Nos. of Mallapur were sold under the orders of the Collector dated 23rd April 1940 and they fetched Rs.51 and Rs.160 in all Rs.211/- respectively and the same were credited towards interest due on tagai loan, and the dues still outstanding in the khata of the defaulter Sangappa were Rs.647/- on account of principal and Rs.25-5-0 interest upto 30-9-1940. In view of the fact that the deceased Sangappa held no other property and the son of the deceased surety Appabhat having also disposed of all property, the D.D.C. recommended that the above mentioned outstanding amount might be ordered to be remitted.

9. It appears from the report dated 3-8-1941 made
P.171 I 165 & 169. by the Mamlatdar, Kalghatgi, to the P.O. I dn., and from the R of R extract that R.S.No.93 of Kalghatgi was -

was purchased by Revanappa (father of the borrower plff No.1) on 30-7-1928, from one Chanbasappa Gurushiddappa for Rs.50/-.

10. On 10th November 1941 the Collector asked the P.O. I Division, to report whether it was possible to recover the Tagai dues by sale of right, title and interest P.177. of the defaulter in any immoveable undivided property of his family that may exist.

11. On 6-12-1941 and 16-1-1942 the statements of - Revaneppa (plff No.1) and Mallappa plff No.2 and Basappa plff No.3 were recorded before the Circle Inspector, - Kalghatgi, to whom the matter had been sent for inquiry by the Mamlatdar on 20-11-1941 as per orders of the Collector P.177 reverse dated 10th November 1941. On 16-12-1941 Revanappa stated that he inherited from his father, as his ancestral property, a half share in one land at Dastikop Taluka Kalghatgi and a half shere in a house at Kalghatgi, the other half being inherited by his brother Gurappa. He and Gurappa (brother) separated after the death of their father about 40 years ago. Revanappa further stated that 12 years later, he purchased a house at Kalghatgi adjoining the portion of his ancestral house from one Ammeinsaheb Marigar. Revaneppa added that 20 or 24 years ago he handed over all his ancestral immoveable properties mentioned above (i.e. Dastikop land and the house at Kalghatgi) to the possession of his three sons and was living with his brother Gurappa. 4-5 years subsquent to his going out, he purchased for his own use R.S.No.93/1 of Kalghatgi (plff) with which his sons had nothing to do. On 16-1-1942 Revanappa further stated that the Dastikop land was in his possession till 1940, as it was given to him by his three sons for maintenance. His 3 sons separated amongst - themselves 15 years ago.

On 6-12-1941 Mallappa (plff No.2) stated in writing before the Circle Inspector, supporting the statement made by his father Revanappa. He added that at the partition - amongst the 3 brothers the deceased Sangappa got his share, (Kalghatgi R.S.No.60 and Kallapur R.S.No.75) and the house

at Kalghatgi was purchased by Revanappa from Aminsaheb and that his other brother Basappa (plff No.3) each got half share in the Dastikop land and the house at Kalghatgi There was also a further partition 4 or 5 years later between himself (plff No.2) and his other brother Basappa plff No.3. Mallappa added that Sangappa sold 10 or 12 - years ago his share of the house to Basappa Baligar. He was not liable for the dealings of Sangappa after partit--ion. He added that Kalghatgi R.S.No.75 and Kallapur R.S. No.60 (hypothecated to Government for Tagai loan) had been purchased by the three brothers while living joint.

12. It appears from the statement dated 6-12-1941 P.187-189. prepared by the Talati of Kalghatgi that on 6-7-1925 the deceased borrower Sangappa Baligar purchased R.S.No.60 of Kallapur for Rs.400/-.

13. It appears from V.F.No.VI & VII of Dastikop Taluka Kalghatgi that by virtue of a partition deed dated 26-7-1926 Revaneppa (pff No.1 and father of plffs Nos.2 & P.191-193. 3) got to his share R.S.No.253/2. This partition was of ancestral properties between Revaneppa on the one hand & his broher's son Sangappa Gurappa minor by his ~~brmxhmrxk~~ mother Chennava kom Gurappa. These lands appear to have gone later to the possession and share of Basappa (plff 3) at a further partition between plffsNo.2 ~~and~~ 3. These lands are entered on 21-2-1940 in the V.F.No.VI of Dastikop in the name of Basappa (plff No.3).

14. On 5-2-1942 the Mamlatdar submitted a report to the P.O. that the defaulter's property i.e. the land P.179 -181. at Kallapur and Dastikop standing in the name of Revaneppa (plff No.1) the father of the deceased defaulter was - partitioned in 1926 that a deed was registered, mutation effected and the same was certified by the Mamlatdar. According to the partition, the defaulter Sangappa got S. Nos.60 and 75 and the lands at Dastikop went to the share of his brothers. <u>The present Tagai loan was granted to - Sangappa after they were divided</u>.The two lands belonging to the defaulter were sold for realising the Tagai arrears

and they fetched Rs.211/-. The Mamlatdar added that R.S.No.93/1 of Kalghatgi was purchased by Revanappa (plff No.1) who was living separately even before the defaulter's death and therefore, the land appeared to belong to Revanappa exclusively and that this would not be liable for recovery of Sangappa's dues.

14. On 13-3-1942 the P.O. I division reported to the Collector recommending that the Tagai arrears being irrecoverable might be remitted. P.181 reverse.

15. On 17-6-1942 the Collector requested the P.O. I Dn., to proceed against the moveable properties belonging to the deceased defaulter in the hands of his son - under sec.150(c) L.R.Code. P.205

16. On 19-1-1943 moveable property of the deceased surety Appabhat in the hands of his son was sold for Rs.121/- which was credited to Government towards the satisfaction of the Tagai loan. P.241 P.243

17. On 28-8-1943 Shrinivas Krishtabhat Yellapurkar son of deceased surety (Appabhat alias Krishnabhat) applied to the Collector requesting that the properties of the - family of Sangappa viz., 253/2 and 254 of Dastikop village Taluka Kalghatgi and some houses at Kalghatgi described in detail in the application should be proceeded ~~with~~ against and stating that plffs Nos.1 to 3 and the deceased Sangappa formed an undivided joint Hindu family for all practical - purposes though they messed separately on account of bickerings amongst females and observed that the wire fencing was at Bannihatti Taluka Kalghatgi. The applicant further added that the ancestral properties of his own family (ie family of surety) had been already sold away to one Anant Pai of Yellapur. P.305 vide sale-deed of 2-6-1943.

18. On 9-9-1943 the Collector sent the above - application to the Mamlatdar for inquiry. P.289 reverse

18-A. On 19-1-1944, the present plffs stated in - writing to the Mamlatdar as follows;-in reply to a notice served upon them to ~~show~~ cause why 1/3rd share of the - deceased borrower in the family property should not be sold

for recovery of Tagai arrears. Their reply was that the
P.339 notice. borrower Sangappa was separated from the family and died as a separated member; that Revanappa had kept a Jain mistress; that he could not pull on well with the family and that he, therefore, separated 24 or 25 years ago from the family taking possession of the two lands at Dastikop and a house at Kalghatgi (plaint house) and Rs.200/- cash. They further stated that Revanappa began to reside with Sangappa son of Gurappa (i.e. brother of Revanappa. Sangappa and his two brothers who were living together for sometime thereafter, also separated amongst themselves That there was a registered partition deed regarding this in 1927; that after this partition in 1927 Sangappa - borrowed the Tagai loan; that the wire fencing had been put up, but lateron it was removed by one Virpaxappa of Bannigatti; that further in 1931 there was another partiti -on between the remaining two brothers (plffs Nos.2 & 3) by a registered deed. For all these reasons plffs 1 to 3 contended that they were not liable to pay Sangappa's Tagai loan.

P.377 to 381. 19. On 22-1-1944/31-1-1944 the Mamlatdar submitted his report to the Collector that the fencing-wire has been sold away by the defaulter Sangappa; that at any rate it was not liable for attachment and sale as it was not in the possession of the defaulter's heirs, that on 2-6-1943 the surety's son had sold away the land of his family
P.305 (surety's family). The Mamlatdar added that the principal defaulter Sangappa was living in the joint family at the time of the Tagai loan was advanced to him i.e. 17-3-1927; that he and his brothers (plffs 2 and 3) divided later
P.359-357 by virtue of a registered partition deed dated 27-10-1927 that the deed is silent as to the ancestral properties (Viz., Dastikop lands and house at Kalghatgi) held by their father Revanappa (plff No.1); that further on 10th Aug-1931 by virtue of a registered partition the two brothers of the borrower again divided between themselves and that this partition-deed of 1931 is also silent in respect of

ancestral properties of the family. The Mamlatdar observed that it was only on 21-2-1940 that the two ancestral lands of Dastikop (R.S.No.253/2 and 254) were given over to the share ofxxxx Basappa plff No. 3. The Mamlatdar added that on 13.5-1943 these two lands of Dastikop have been transferred to Gadigeppa-goudax Basangouda Agasibagalad by Basappa (plff No.3) by virtue of a sale-deed for Rs.1000/-. Under these circumstances, the Mamlatdar was of opinion that 1/3rd of the consideration could be recovered. The Mamlatdar reported regarding R.S.No.93/1 of Kalghatgi that - Revanappa (plff No.1) owned it that it was not an ancestral holding that Revanappa (plff No.1) purchased it on 30-7-1920 for Rs.50/- from one Channappa; he also purcha--sed one house at Kalghatgi. The value of the land was Rs.150/- and that of the house was Rs.300/-. The Mamlatdar remarked that the debtor Sangappa was a member of the joint family at the time when he borrowed the Tagai loan, that until after the loan was advanced there was no partition between him and his brothers and that the fact that S.NO.75 of Kalghatgi was shown in the partition deed of 27-10-1927 as an item of family property leads to the conclusion that the purchase made by Sangappa of - R.S.No.75 and 60 was not on his own account and they were not his separate properties. The Mamlatdar, therefore, concluded for all the reasons stated above that the whole family was joint at the time when the Tagai loan was advan--ced and that the whole of the property in the possession of the family was liable to be sold for payment of Tagai loan.

Partition deed of 10th Aug.1931.P.361 363.

P.309.

P.161 V.O.'s report.

20. On 26-2-1944 the Collector forwarded the papers to the Assistant Collector I Division, Dharwar, for disposal and report, if necessary.

P.383.

21. On 15-3-1944 the Assistant Collector I Dn., accorded sanction to put ~~in~~ to auction the property belonging to the defaulter's ~~family~~ father viz., R.S.No.95~~/1~~ of Kalghatgi and house at Kalghatgi.

P.383 revers Note R.S.No.95 is an error fo R.S.No.93/1

15

22. On 20-4-1944 the Amlatdar issued proclamation notifying for sale R.S.No.93/1 of Kalghatgi and also a house situate there. The sale was fixed on 13-6-1944.

P. 385.

23. On 9-6-1944, the plffs applied to the Asst. Collector I Division, Dharwar, requesting for stay of sale to enable them to move the Civil court for redress and contending that the properties mentioned in the above para were not liable for sale.

P.399.

24. On 8-6-1944 plff gave notice of suit to the Collector by registered post. The Collector accepted the same on 21-6-1944.

P.507-509 & 505

25. On 16-8-1944 plffs filed the present suit for the reliefs stated in para 1 above.

Grounds of Defence.

It is submitted that no technical defence is available.

On merits:- The plffs sue for a declaration that R.S.No.93/1 of Kalghatgi and a house situate there are not liable for the payment of the Tagai loan advanced to the deceased Sangappa and that they are not liable for attachment and sale. The case of the plff with respect to R.S.No.93/1 of Kalghatgi is that plff No.1 father of deceased Sangappa who borrowed the Tagai loan acquired it with his own funds long after he left away the family; i.e. about 24 years ago. Plff No.1 also claims having purchased the house in suit with his own separate money. The other plffs say that this house was inherited by them and the borrower Sangappa who obtained as his share - another house at Kalghatgi has nothing to do with this suit house- Plff's father contended thatthe deceased Sangappa separated from the joint family in 1927 and took away his share and that he has no interest in the suit properties which belong to the plffs. They also say that they were not parties to the contract of Tagai loan nor did they get any benefit out of it to their own - family.

The points for consideration that arise would be

1. Whether deceased Sangappa was a member of the joint family at the time when the Tagai loan was advanced to him on 17-3-1927 ?
2. Whether he borrowed the Tagai loan as a manager of the joint family consisting of himself and plffs 1 to 3 ?
3. Whether any of the plffs is bound by the contract of Tagai loan ?
4. Whether the Tagai loan taken by the deceased Sangappa was for the benefit of the joint family ?
5. Whether the suit properties are liable for the Tagai loan ?

No doubt it was on 17-3-1927 that the Tagai loan was advanced to deceased Sangappa and it was on 27-10-1927 that he separated from his other two ~~borrower~~ brothers (plffs 2 and 3). He may, therefore, be taken to be a member of an undivided joint family on the date on which the Tagai loan was advanced to him. The partition-deed of 27-10-1927 does not mention the name of Revanappa nor to his separation from the family nor to R.S.No.93/1 now in suit. But so far as plffs 2 and 3 are ~~x~~ - concerned the deed of partition does not also state that the deceased Sangappa was a manager of the joint family. The Tagai loan application also does not show that the deceased Sangappa as a manager of the joint family. Plff No.1 Revanappa father of Sangappa states that he left the family long ago and that he purchased out of his own funds R.S.No.93/1 (suit land) ~~x~~ in 1920 several years after he left it. Plff No.1 father of Sangappa is still alive and if he is disbelieved that he left the family as alleged by him, the borrower Sangappa would not at any rate be the manager of the joint family ~~as alleged by him~~. Moreover, plff No.1 father of the borrower would not be liable to pay the debts incurred by the latter. There is nothing further to show that plffs 2 and 3 who are brothers of the borrower received any benefit from the loan. They were not also parties to the Tagai loan. Under these circumstances, it would appear that none of the plffs is legally liable to pay off the debts incurred

17

by ~~the latter~~ deceased Sangappa. Survey No.93 (suit land) was purchased by plff No.1 in 1920 and he was in possession of it till 1940 when he transferred it to plff No.3 and it may be assumed that this was purchased by plff No.1 as a member of the joint family and that the land was treated as a joint family property. But the borrower Sangappa did not get any share in R.S.No.93/1 at the partition of 1927. It would, therefore, be presumed that the borrower had no interest in the suit land and even if he had any interest in the suit land it was extinguished in 1939 as he did not ask for any share until his death in 1935 even after the partition of 1927. On the supposition that the partition of 1927 was a fraudulent transaction and that Sangappa was a member of joint family at the time of his death, his - interest in the plaint land and house would be incapable of of being attached and sold as the plffs would be entitled to all the joint family properties, including suit propert--ies, by right of survivership after Sangappa's death. The borrower's interest in the suit land having not been attach-ed during his life-time.

The only properties liable for Tagai loan were - R.S.Nos.75 and 60 and they have been sold away and Rs.211/ recovered already.

Section 7(1) A.B.C.D. of the Land Improvement Loans Act (XIX of 1883) lays down the mode of recovery of Tagai Loans. Sec.7(1) D seems to exclude proceedings being taken up in respect of land in suit against any interest in it existing before the grant of the loan other than the - interest of the borrower. For this reason also it appears that the interest of the plffs in the suit land is not - liable to be attached and sold for recovery of Tagai loan of deceased Sangappa.

Regarding the house in suit, plffs allege that it was purchased by plff No.1 after the latter left away the - family and went to reside with his brother. Even supposing that the house in suit was a part of joint family properti--es of plffs and borrower Sangappa, the latter did not get

any share in it at the partition of 1927. The borrower's share in it was not attached during his life-time. The whole house - would go to the plffs after Sangappa's death by right of survivorship. Sangappa cannot be easily proved to be the manager of the joint family. Neither the father nor the brothers of the deceased borrower would remain liable to pay off Sangappa's debts. For all these reasons the house in suit cannot be held liable.

For the foregoing reasons, ~~it appears~~ that plffs' suit appears to be maintainable and the defence is very much doubtful.

Subject:-Notice under section 80 of the C.P.Code by Revaneppa Sangappa and two others.

No.L.A.W. 449
Dharwar,20th July 1944.

To

The District Government Pleader,Dharwar.
D H A R W A R.

I have to forward herewith the notice under section 80 of the Criminal Procedure Code given by Revaneppa Sangappa Baligar of Kalghatgi and two others in the name of the Collector,together with the papers of the case ending with Prant Officer's No.Kl 2332 dated 12-7-1944 regarding the intended suit and request you to offer your remarks and to take furhher action at your earliest convenience.

jh

Collector of Dharwar.

Below No. L.A.W.-449 dated 4th November 1944 from the Collector of Dharwar and papers of the case.

No. L.S.T.- 327
Office of the Commissioner S.D.
Camp Bombay, 12th November 1944.

S u b m i t t e d.

2. The preliminary ground of defence will be that the suit is barred under Section 11 of the Bombay Revenue Jurisdiction Act inasmuch as the plaintiffs have preferred no appeals to the Collector, Commissioner or Government against the order of the Assistant Collector First Division Dharwar, according sanction to put to auction the property belonging to the defaulter's father namely R.S. No. 93/1 of Kalghatgi (and not S.No. 95 as wrongly stated by the Assistant Collector in his order) and a house at Kalghatgi.

Remembrancer of Legal Affairs.

Commissioner S.D.

H.

9863

17-11-44.

No.588.

23

Dharwar 28th November 1944.

To

The Remembrancer of Legal Affairs,

Bombay.

Subject:-Dharwar Civil Suit No.231 of 1944.

Sir,

With reference to your memorandum No.8129 dated the 20th November 1944, I have the honour to state that the above suit has been fixed on the 23rd December 1944 for putting in written statement on our behalf (Govt).

Your obedient servant,

B. Ramrao

District Government Pleader.

THE SECRETARIAT TO GOVERNMENT
LEGAL DEPARTMENT
Dy. No. 10241
Sub No.
Branch A1 1-12-44

submitted.

Next date fixed is 23-12-44.

Main case is with P.A:

23/12

PA
23/12

25

No. 9
Dharwar 5th January 1945.

To

The Remembrancer of Legal Affairs,

Bombay.

Subject:-Dharwar Civil suit No.231 of 1944.

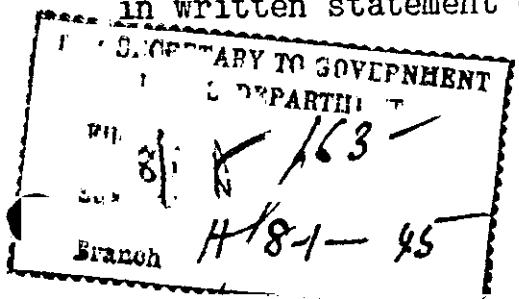
Sir,

With reference to your memorandum No.31 dated the 2nd January 1945 I have the honour to state that the above suit has been fixed on 20-1-1945 for putting in written statement on our behalf (Govt).

Your obedient servant,

B. B. Vaman

District Government Pleader.



Dharwar Civil Suit No.231 of 1944.

The plaintiffs have filed this suit for a declaration that the properties in the suit viz. (1) a house at Kalghatgi (Dist. Dharwar) and (2) S.No. 93/1 of the same village are no not liable to be sold for the recovery of the Tagai loan incurred by the deceased Sangappa Revanappa Baligar, the son of plaintiff No.1 and brother of plaintiffs Nos. 2 and 3. The plaintiffs also pray for a consequential injunction restraining the revenue officers for puting to sale the aforesaid property.

2. On 17th March 1927, the deceased Sangappa Revanappa Baligar was granted a Tagai loan of Rs.1000/- under the provisions of the Land Improvement Loans Act (India Act 19 of 1883) for the purpose of erecting a wire fence round his land S.No. 60 of Kallapur. The loan was secured by the hypothecation of his S.Nos.60 and 75 in favour of Government One Appabhat alias Krishnabhat Shrinivasbhat also stood ~~on a~~ personal surety for the borrower Sangappa. The loan was made repayable by annual instalments of Rs.150 commencing from 10th January 1928: Through some mistake, the first nine instalments from 1927-28 to 1935-36 were recovered from Sangappa at the annual rate of Rs.100 instead of Rs.150 but this was regularised by the Collector's Order on 17th July 1936 ~~sending~~ sanctioning the first nine instalments at Rs.100 per annum and it was further ordered that ~~no~~ the balance should in future be recovered at Rs.150/- per annum.

3. On 31st July 1935 Sangappa died leaving him surviving his minor daughter Shiwakka and his father and brother (the present plaintiffs). The daughter who was a passed under the guardianship of plaintiff No.1, and the two hypothecated lands were entered in her name in the

Record ....

Record of Rights. For the years 1934-35 and 1935-36 the instalments payable by the deceased towards the Tagai loan were paid by plaintiff No.1. From 1936-37 the instalments were stopped. In 1939 a sum of Rs.647 for principal and Rs. 141-13-0 for interest was found due from the deceased on account of the Tagai loan of 1927. As all efforts made by the revenue Officers to recover these dues proved abortive, the hypothecated lands S.Nos. 60 and 75 which had previously been forfeited for non-payment of land revenue, were eventually put to sale under the Collector's Order, dated 23rd April 1940 and the sale realised a sum of Rs. ~~210~~ 211, which was credited towards the interest due on the Tagai loan. A sum of Rs.647 for principal and Rs.25-5-0 for interest upto 30-9-1940 was still outstanding against the deceased. As nowever he had left no other property and as the surety Appabhat had also died and his son had disposed of his property, the Prant Officer recommended that the outstanding balance might be remitted. However On 10th November 1941 the Collector directed as there was immoveable property in the name of defaulters father (Plaintiff No.1) further inquiries might be made to find out whether it was possible to sell the defaulters' right, title and interest in any undivided immoveable property for the realisation of the Tagai arrears. It was however reported by the Mamlatdar that under a family patition in 1926 between the brothers, the defaulter had been allotted S.Nos. 60 and 75 which had already been sold for the realisation of the Tagai dues and that there was no other undivided property of the deceased which could be proceeded against. Attempts were then made to make recoveries from the son of the deceased surety Appabhat by putting to sale the moveable properties of the

surety in the hands of his son and these resulted in a realization of Rs. 21/- which were credited towards the Tagai loan.

p.287 4. Subsequently, on 25th August 1943 the son of the deceased surety submitted an application to the Collector stating that the deceased Sangappa and his brothers constituted a joint Hindu family although their messing was separate on account of quarrels amongst the females, and that therefore the Collector should realise the Tagai loan by the sale of the ancestral property of their family viz. S.Nos. 253/2 and 254 of the village of Dastikop and some houses at Kalghatgi. The Mamlatdar of Kalghatgi to whom this application was forwarded for inquiry reported, inter alia, on

p.377-382 01-1-1944, that since the deceased Sangappa was living as a member of the joint family at the time when the Tagai loan was advanced to him, the whole family was jointly responsible for repayment of the Tagai arrears, and would it was not be illegal to proceed against S.No. 93/1 , and the house at Kalghatgi (suit properties) although these properties belonged to he plaintiff No.1 and were not ancestral properties. The famlatdar concluded that the whole of the property in possession of the family was liable to be sold as the family was joint at the time of the grant of the loan. On the strength of this report the Assistant Collector accorded sanction to

p.385 auction the suit property belonging to the plaintiff No.1. After the proclamation of sale had been issued, the plaintiff

p.395 applied to the Asstt. Collector for stay of sale to enable them to move the Civil Court for redress. The request was granted and thereafter the plaintiffs have filed this suit, after prior notice under section 80.

5. The plaintiffs' contention in short is that the suit properties were the self acquired properties of the plaintiff No.1, which he purchased long after he left the family about 24 years ago, that in 1927 there was a petition between Sangappa and his two brothers viz. plaintiffs Nos. 2 and 3 in which he was allotted the two lands S.No. 60 and 75 which were sold away for

the Tagai dues, that he had this no interest in the suit property or in any other property, that the plaintiffs were not parties to the transaction relating to the Tagai loan and that the faimily has not ~~denied~~ derived any benefit out of it.

6. It is submitted that the view taken by the Revenue Officers is palpably wrong and opposed to the well settled principles of Hindu laws. It is conceded by the Mamlatdar in his final report that the suit properties were not ancestrial but were the self-acquired properties of the plaintiff. Therefore even assuming that the deceased Sangappa and the plaintiffs were joint at the time of the Tagai loan, the suit property cannot be proceeded against for the recovery of the Tagai dues. The result would be the same even if we further assume (although the record does not warrant such an assumption) that the suit properties were the joint ~~xxxx~~ family, properties at the time of the loan. for in the case of an undivided Hindu family, it is only the Manager of the family who has the authority to ~~collect~~ contract debts for family purposes or for legal necessity which would be binding on the family property: No other ~~xxxxxxx~~ coparcener has the power to contract such debts: (see Mulla's Hindu Law 1940 Edn. p 258). If the story of the plaintiff ~~Nos~~. No. 1 separation from his sons is rejected, it is obvious that the deceased could not have been the manager. Even otherwise there is no evidence to show that Sangappa was the manager of the family after the separation of the plaintiff No. 1. There is also nothing to show that the family ~~xxxxxx~~ derived any benefit out of the loan. It was incurred for erecting a wire fence round S.No. 60 belonging to the deceased himslef. It is difficult to understand on what principles the revenue Officers have decided to put to sale these properties in which on their own showing the deceased Sanghappa had no interest. If he had any interest, it is only that interest which can be sold for his debts, and that too, only in ~~his~~ life time. It is settled ~~xxx~~ law that the undivided interest of a

coparcener

family property cannot be sold after his
coparcener in joint death, unless it was attached in his life time. For after his death, it ceases to be his interest and devolves on the other coparceners by survivorship. It is only an attachment effected during the lifetime of the coparcener that will prevent the accrual of his interest to his coparceners by survivorship. (see Mulla's Hindu Law: 1940 Edn. p. 333). The only property that can now be sold is the separate property of the deceased in the hands of persons who have acquired it from him by inheritance. That property has already been sold away. The suit properties were admittedly not the personal properties of the deceased. At this stage therefore the question whether Sangappa was joint or separate at the time of the Tagai loan is in fact immaterial. Either the suit properties were the separate properties of plaintiff No.1 or they were joint family properties. If they were the latter, whatever interest Sangappa had in them ceased to exist on his death in 1935 and they cannot now be sold for the debts contracted by him.

8. It is therefore submitted that the suit would be indefensible. The D.G.P. is of the same opinion. If approved the D.G.P. may be instructed to appear and admit the plaintiff's claim and allow a decree to be passed and to move the court that Government should not be saddled with the other sides costs. The costs will of course be in the discretion of the court but since Government will not contest the suit it is possible that the court will not award full costs to the plaintiffs.

RJM
15/1

A.A.L.R.
R.L.A.
Secy R.D.

I agree to A above. But we can't very well request the Court not to pass a decree with full costs against Govt. However it would be unconscionable, as plffs. have literally been driven to Court by Govt officers in the district! If costs are to be saved a compromise may be tried, otherwise only A should be done & no request regarding the Cost should be

Made to the Court

9
16

R.L.A

I agree with A.A.K.R. There is no point in contesting the suit nor in pressing that Govt. shd not be saddled with costs. It is far better to effect an amicable settlement and induce the pff not to press for costs

No 705 J. 23-1-65.

P. Nair
20/1/45

Sec. R.D.

23-1-65

R.L.A

THE SECRETARY TO GOVERNMENT
LEGAL DEPARTMENT
File No. 781
Sub No. 25-1-45
Branch A Gr.

Letter. No.

Office of the
Remembrancer of Legal Affairs,
Bombay Castle, January 1945.

To
The Collector of Dharwar,

Subject:- Civil Suit No.231 of 1944.

With reference to your letter No.L.A.W. 449 dated the 4th November 1944, on the subject noted above, I have the honour to inform you that Government does not consider the suit worth defending and it would be better to effect an amicable settlement. The District Government Pleader, may therefore be directed to try for a compromise out of court and to induce the plaintiff not to press for costs. If plaintiff does not agree, the Govt Pleader may be directed to file a petition in court admitting the plaintiff's claim and leaving the cost to be decided by court.

I am prepare to accept 20% as settled.

Papers of the case accompany.

Subd.

For Remembrancer of Legal Affairs.

Please see R.L.A.'s orders at p. 32 ante.
This draft letter is put up for approval.
If approved R.L.'s will be put up.

Copy to:
The Commissioner, S.D.
The District Government Pleader, Dharwar.

P.A. Please put up the revised draft per 26/1

No. 48 Tk

Dharwar 24 January 1945.

35

To

The Remembrancer of Legal Affairs,

Bombay.

Subject:-Dharwar L.C.Suit No.231 of 1944.

Sir,

I have the honour to state that the above suit has been fixed on the 24th February 1945, for putting in written statement on our behalf (Govt).

THE SECRETARY TO GOVERNMENT
LEGAL DEPARTMENT
Dy. No. 820
Dated 26-1-45
Branch A 02

Your obedient servant

District Government Pleader.

26/1

Letter.

No. 912

Office of the
Remembrancer of Legal Affairs,
Bombay Castle, 30th January 1945.

37 41

To

The Collector of Dharwar,

Subject:- Civil Suit No. 231 of 1944.

With reference to your letter No. L.A.W. 449 dated the 4th November 1944, on the subject noted above, I have the honour to inform you that Government does not consider the suit worth defending and it would be better to effect an amicable settlement. I am therefore to request you to instruct the District Government Pleader, to attempt an amicable settlement whereby the plaintiff should forego his costs and Government admit the claim. If plaintiff does not agree, the District Government Pleader may be directed to file a purshis in court admitting the plaintiff's claim and leaving the matter of costs to be decided by court.

Papers of the case accompany.

RR

o/c For Remembrancer of Legal Affairs.

Submitted for signature.
(typed as per draft at p. 39 ante)

Issued
ESP
30/1

P.T.O.

DA

Copy to:

The Commissioner, S.D.
The District Government Pleader,
Dharwar.

Submitted after issue.

2.- These papers may be filed in S. Dwr/44 (new file)

2nd
3/11.

P.A. 3/11

2nd
S. Dwr. 12/44.

11/11/44

No. 170 T
Dharwar 13th March 1945. 39

To

The Remembrancer of Legal Affairs,
Bombay.

Subject:-Dharwar L.C.Suit No.231 of 1944.

Sir,

I have the honour to state that the above suit has been decided by this court on 10-3-1945 and the followin order has been passed therein.

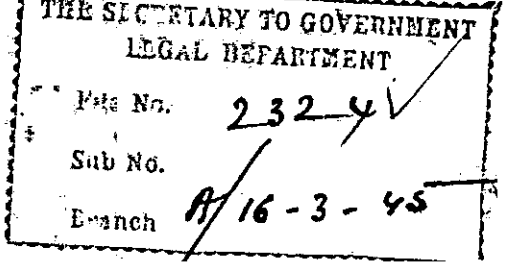
" It is hereby declared that the plaint property was not liable to be proceeded against for the recovery of the Tagai Loan taken by the deceased Sangappa Revana-ppa Badiger. The deft and its officers are hereby restrained from bringing the said property to sale for recovery of the said amount. Plff may recover their costs of this suit from the deft Government who should

bear their costs".

The uncertified copies of judgment and the court's order will be submitted in due course.

Your obedient servant,

District Government Pleader.



2324

16.3.45

S. Town 44

Submitted with files

AHJ
16.3

P.A.
Await expiry of judgment and decree.

RBS

1613

Resubmitted with a reminder for signature

AHJ
18-4-45.

P.A.

RBS

No. 3080 d. 18.4.45

Issued
CBF
18/4

No. 243.
Dharwar 23rd April 1945.

243

To

The Remembrancer of Legal Affairs,
Bombay.

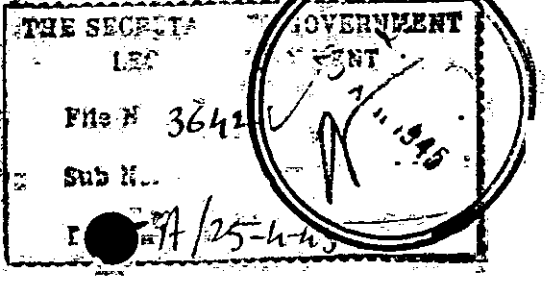
Subject:-Dharwar Civil Suit No.231 of 1944

Sir,

I have the honour to submit herewith uncertified copies of judgment and decree in respect of the above suit for favour of perusal.

Your obedient servant,

District Government Pleader.



3642
25-4-45

Submitted with PPS. x S. Dwo. 12/44.

RKN
25-4

P.A. Please see the orders at f. 32 of the file. Wherever Suit no 231 of 1944 has been decreed with costs in Plaintiff's favour. Suit decided not to defend the Suit. The result of the Suit may be recorded.

A.A. Lt 26/4/45
R.A. Asst 26/4/45

PR 25/4

For necessary Action
AH 26-4
AS

In the Court of the Subordinate Judge, I Class At Dharwar.

L.C.Suit No.231 of 1944.

1. Revaneppa Sangappa Baligar of Kalghatgi, Lingayat, age 84 occupation Nil
2. Mallappa age 48)
3. Basappa 46) Revanappa Baligar of Do. Lingayat trader.

Against.

The Provincial Government of Bombay. deft.

Claim Rs.205 Valuation Rs.600/-

The plffs sue to obtain a declaration that the property described in para one of the plaint was not liable to be sold for the recovery of the Tagai loan taken by one Sangaoba bin Revaneppa Baligar and a perpetual injunction restraining the deft Government on its officials from bringing to sale the said property and to recover costs of suit.

Plffs allege in the plaint that the plff No.1 was the father of the plffs Nos.2 and 3. that he had a third son by name Sangappa that plf No.1 separated from his sons and began to live alone, that he has acquired the plaint property after separation, that his three sons lived together for some years after his separation from them, that then Sangappa the eldest son separated from his two brothers, plffs Nos.2 and 3 and began to live separately. That at the said partition, Sangappa got a house and a land at Kalghatgi, that there was a registered deed of partition between the plffs Nos.2 and 3 and the said Sangappa, passed in the year 1927 that after his separation Sangappa purchased a land at Ragi Kallapur that he took a Tagai loan for the improvement of his lands with the surety of one Appabhat Shrinivasbhat that in 1931 the plffs Nos 2 and 3 separated by virtue of a registered deed of partition that the plffs were in no way liable for the Tagai loan taken by the deceased Sangappa, that the Mamlatdar of Kalghatgi sent a notice to the plffs calling upon them to pay off the balance of the said Tagai loan that the plffs in their reply dated 19-1-1944 denied their liability but that the Assistant Collector has ordered the recovery of the loan by the sale of the plaint property, that the sale has been temporarily stayed and that the plffs have in the meanwhile filed this suit to obtain the reliefs as mentioned above.

The deft Government have given a pursis at Ex.16 to the effect

that they will not contest the suit but that they ask that the plff's costs should not be saddled upon them. The plffs' pleader was asked to give his say. He has given a pursis at Ex.17 pressing for costs for the reasons stated therein.

The points for decision are:-

1. Whether costs should be allowed to the plffs ?
2. What order what decree ?

Findings.

1 Yes . 2. As below.

...asons.

I do not see any reason why I should deprive the ~~xxxxxxxxxxx~~ plffs of the costs of suit. The plff did all in their to place the true facts before the Revenue Officers and if the latter acted high-handedly and without caring to understand the true facts, the plffs are not to be blamed for that. Even when a formal notice under sc.80 of the C.P.Code was given the Collector should have inquired into the matter-and set matters right. But no reply was given to the said notice. Plff, were, therefore, compelled to file this suit. I entirely agree with the plff's pleasers when he said that his clients had to spend money before the revenue officers in addition to the money spent by them for this suit. I, therefore allow costs to the plffs. I record my findings as above upon the points raised and pass the following order.

Order.

It is hereby declared that the plaint property was not liable to be proceeded against for the recovery of the Tagai loan taken by the deceased Sangappa Revaneppa Baligar. The deft and its officers are hereby restrained from bringing the said property to sale for the recovery of the said amount. Plffs may recover their costs of this suit from the deft Government who should bear its own costs.

10-3- 1945.

Sd/ M.S.Bagali.

F.C.S.J.

True Copy,

Dist.-Govt-Pleader

[illegible] M.S Bagali [illegible]

[illegible]

Bill of Cost

Pltff: Costs		Deft: Costs	
1) Stamp for plaint	19-4-0	Stamp for application	2-8-0
2) do. for process	0-10-0	Pleader's fees	30-0-0
3) do for application	0-10-0		
4) Pleaders' fees	30-0-0		
5) Process fees	11-5-		32-8-0
Total	61-13-0	cost disallowed on Exs 10,12,13,14	2-8-0
		Balance Rs.	30-0-0

[illegible]

Sd/ V.H. Morey
[illegible]

Sd/ S.R. Malapur
Asst Govt. Pleader

Sd/ M.S. Bagali.
F. C. Sub Judge
14-3-45

True Copy
[illegible]
Dist. Govt. Pleader

3642/25-4-45.

Submitted

2 As Govt had decided not to defend this suit, no formal G.R. sanctioning the defence was issued. It appears, therefore, that recording the result by a GR is not necessary and these papers may be filed in S Dwr 12/44.

MVT.

3/5.

APA. Please see the orders at f. 32 and the letter to the S.S.P. at f. 37 of the file. The suit has been decided with costs. The papers may also be shown to

A.A.L.R. 9/5
×R.L.A. 9/5/45
Secretary

Sec'y R.S.

11.5.45

×No. 3640
4.11.5.45

Submitted

2 Pl. See AP A's note overleaf. The Secy RD has seen the papers & and these papers may therefore be filed now in S Dwr 12/44

MHT
17/5.

PA.

17 5

53

No. 251
Office of the District Government
Pleader, Dharwar
9-6-45

To
The Remembrancer of Legal Affairs,

Sir,

With reference to your no.3080 dated 18th April, 1945, I have the honour to send herewith the uncertified copies of decree and judgment in Dharwar --- L.C. Suit No.231/44. I further beg to state that there has been some delay in the office as unfortunately the clerk in our office committed suicide about three weeks back.

Your obedient servant,

District Government Pleader,
Dharwar.

4960
A 12-6-45

4560
12-6-44

Submitted with pp (S. D.) No. 12/44)

8003
12/6

A.P.A: No action necessary. RCE

Rib,
12/6.

555

Received on - 16-8-44.
Registered on - 19-8-44.
Decided on - 10-3-45.
Duration - 6 months and 24 days.

In the Court of The Subordinate Judge I Class,

At Dharwar. Exh. 18.

L. C. Civil Suit No. 231 of 1944.

Pleaders.

1. Revanepa Sangapa Baliger of Kalghatgi, Lingayat.
age 84, occupation He.1 nil.

Mr. Malgi. 2. Mallappa Age 48) Revanappa Baligar
3. Basappa " 46) of Do - Lingayat, Trader. --Plffs.

against.

Mr. Malapur. The Provincial Government of Bombay - - - Defendant.

Claim --Rs.205/- Valuation Rs.600/

The Plaintiffs sue to obtain a declaration that the property described in para one of the plaint was not liable to be sold for the recovery of the Tagai loan taken by one Sangappa bin Revaneppa Baliger and a perpetual injunction restraining the defendant -Goyernment ~~costs of~~ or its officials from bringing to sale the said property and to recover costs of suit.

Plaintiffs allege in the plaint that the plaintiff No.1 was the father of the plaintiffs Nos. 2 and 3, that he had a third son by name Sangappa; that plaintiff No.1 separated from his sons and began to live alone, that he has acquired the plaint property after separation, that his three sons lived together for some years after his separation from them, that then Sangappa, the eldest son, separated from his two brothers plaintiffs Nos. 2 and 3 - and began to live separately. That at the said portion, Sangappa got a house and a land at Kalghatgi, that there was a registered deed of partition between the plaintiffs Nos. 2 and 3 and the said Sangappa, passed in the year 1927, that after his separation Sangappa purchased a land at Nagi-Kallapur, that he took a Tagai loan for the improvement of his lands ~~in the~~ with the surety of one Appabhat - Shriniwasbhat, that in 1931, the plaintiffs Nos.2 and 3 -- separated by virtue of a registered deed of partition, that the plaintiffs were in no way liable for the Tagai loans taken by the deceased Sangappa, that the Mamlatdar of Kalghatgi sent

notice to the plaintiffs calling upon them to pay off the balance of the said Tagai loan, that the plaintiffs in their reply dated 19-1-44 denied their liability but that the Assistant Collector has ordered the recovery of the loan by the sale of the plaint property, that the sale has been temporarily stayed and that the plaintiffs have in the meanwhile filed this suit to obtain the relief as mentioned above.

The defendant-Government have given a pursis at Ex.16 to the effect that they will not contest the suit, done that they ask that the plffs' costs should not be saddled upon them. The plffs' pleader was asked to give his say. He has given a pursis at Ex.17 pressing for costs for the reasons stated therein.

The points for decision are ;-

Whether costs should be allowed to the plaintiffs ?

2. What order and what decree.

Findings.

Yes. 2. As below.

Reasons.

I do not see any reason why I should deprive the plaintiffs of the costs of suit. The plaintiffs did all in their power to place the true facts before the Revenue Officers and if the latter acted high-handedly and without caring to understand the true facts, the plaintiffs are not to be blamed for that. Even when a formal notice under section 80 of the C.P.Code was given, the Collector should have inquired into the matter and set matters right. But, no reply was given to the said notice. Plaintiffs were therefore compelled to file this suit. I entirely agree with the plffs' pleader when he said that his clients had to spend money before the Revenue officers, in addition to the money spent by them for this suit I therefore allow costs to the plaintiffs. I record my findings as above upon the points raised and pass the following order.

Order.

It is hereby declared that the plaint property was not liable to be proceeded against for the recovery of the Tagai loan taken by the deceased Sangappa Revneppa Baliger. The Deft and its officers are hereby restrained from bringing the said

property to sale for the recovery of the said amount. -- Plaintiffs may recover their costs of this suit from the - Defendant-Government who should bear its own costs.

10-3-1945.

sd. M. S. Bagali.
F. C.Subjudge.

నిరు గా

ధారవాడ గళేబవగన వలా జిల్లా కోలలూరుల్లి

నుల్కొము. ధారవాడ ఇల్లి

లూరు మీరు చుంటుచుమే మూరు రకెంగ నన్నే గణకళ్లి

(గ) కీవనగోప్పే నంగస్తా లభిరీత లాంగాంయుత.
వ. లా ళ ధంకే చమూ ఇల్ల. నాగు కలుమ్మలిసి.
(బ) చుల్లచ్చే కీవనగోప్పా లభూత వ. శ్రీ లాంగాంయుత
చ్యవడార నాగు నీకర.
(3) బనచ్చే కీవనకిస్తా లభూత వ. శ్రీ లాంగాంయుత
చ్యవడార. నాగు నీకర.

} వాళ్ళ

చిమర్శ

(గ) ది ప్రాచ్చి న్నియులా గచ్చనగమోంట అచ్చి
కొంచే

} ప్రేతాచూచ

ఫ్రి దాలల లాలిలు గట లాంగు లా నన్నా గణకళ
ఫి ఫ్రీల లాలిలు గా లాంగళు లా నన్నా గణకళ
దావా రుచాయి ఎంగ లా.

జిగుళిసే. లాంగా

వాయిం దాంచే ఉంచే అదల్ల — గ (బ) ధారవాడ జిల్లా కంచే
ఎయిళ్లి గవళిగిర ఓణాయిళ్లిరుచ చుని చకొల్లలచ్చ ఇరుళ్ళ
ంది చూవణ్ణి గవళిగిరచుమని చకొత్తులా చీళ్లిచుళ్లి అచ్చోబచ్చిన
ంది రచ్చేణాళ్లి కళ్ళిమచర దాత్తులా లుత్తరళ్లి నరకాంరళ్లి ఈ
ప్రకారకరణంరాచు ధన్యరల్లిరుచ చుని ఆ. శ్రీ రుచాయి ఇం/-

(బ) నరకర్ణాటక ఇచిలు నరకాంరదు ఇరర —

రి. న్న. నం ఎుకరి లారు రుచాయి ఆ. శ్రీ రుచాయి
ని
గ ఎరెళ్ళ గ్రాం లంరర. మీ ఎ

అనెక్కేళక కళిక్కేళ నాడోంగారచర క్కోంచుళ్లి చూయిళిరంలాం కండ
ఇచిలు రి. న్న. నం అంతా ఇర్తర్తు.

(బ) చీలల్లాడ చుని ఇచిలు ఈ నన్నా ఎ అనిశీళ్ళ

దా.వీడు-అశ్రీశం

(3) ఒకే చాపము ఆకాశము మూల్యం 2-3 చాపాలుగు ఒకేచోటనో చుక్కేళ్ళు ఇవుల్చాకే. ఒకే చాపి ఇక్షేబ్ర నుండచ్చో అంటా మగనిన్నేను. అచము మ్యు ఉ: వేళ్ళిలుత్తా నే. ఐచకీరు మేరలాగే అచ్చుర్కే చ్యుతాశిద్ధ మీలుగరు ఇవ్వరు. నంచగరు ఎళ్ళ-ఎ చచ్చినగా మిలి ఒకే చాపాలు త్వన్న చుక్కేళ్ళుర ఉ.న్న-ఒకే ఉచ్చేండు భిన్నిఆరదను. మూల్యం వీడి ఇవలాకే ఉత్తరకు ఒకే చాపాలు ఒక్క జ్యోన జాలాచం మీల్లుచు తొన్న ఇవ్వుగీయాకను. ఇరుచాళ్ళ చారుల్యం ఒకే చాపాయ, మీరుఆకీరు మూల్యం 2-3 చాపాయుర లాయి-ఆర చ్యశీరక్యన చువన్నేనే ఐరలుల్లా. ఈ కారణంచిరు ఒకే చాపాయు ఎల్లలిరలు భిన్నిఇరలాకే ఉత్తరదం.

(8) ఒకే చాపాయు భిన్ని-ఆర మీలాలి మీలల్లాంర ఎరుగుఆన్నిగాళ్ళు ఉ.న్న న్నంఆ చూళ్ళిశే ఎలుర-న్నోయాను.

(9) ఒకే చాపాయు భిన్నికే ఇరుఆలాకే ఉత్తరనూఆలు ఎంళ్ళకు ఉ ఎళ్ళుకే చ్యుర ఎంగీరెళ్ళుఆలాకే ఉత్తరదు మంఆర ఒకే చాపాయు చుర చ్యున్-ఆ చశ్చ నంఉచ్చేన్నం- ఆన్న-ఒకే ఆాగుకోండు ఎంళ్ళకుర కతేయిలుగ భిన్నికే ఇరలాకే ఉత్తరకు గా నిందచ్చే నఉలుఆ కంలచ్చు భాగిన్న ఎండు చుకేయు మూల్యంఒంరు ఆ చాపాయు ఈ ఎరుగు ఆన్నిగాళ్ళు-ఉనంఉచ్చన మూల్యం 2-3 చాపాయుర నఉచే-ఆర గాన్నిఒ ఒకే ఇవ్వికాంకోరదను ఆర చాఉనా చశ్రీఆత్తుళ్ళు నయుర అంది. ఈ చాళాఒ చశ్రీన చ్యుర ఎంచ్చేళాగాంగాళే మూనుతీ రాగ చయుతి నతిరచ్రశ్రీర్ణనారళ్ళు ఉంఒర మూఉల్చశ్రీది. ఈ చాఉనాలా చశ్రీఆచన్న మూల్యం-ఆ చ్రశ్రీర్ణనాచన్న ఇకొంకోలాగే యోగ్యన్న కేళిచే ఆ.ధినికోశ్శించ ఆ.జచాలజు మూఉల్లి మీదతి ఉళ్ళకుంఆతి. నంఉచేను భిన్నిఆరమీలాలి రాశిగ ఎంల్లాంచ్చుగ ఉన్న మురి ఒంరుజ మాలిఆన్న ఆ.న్న చ్యుళోయిళాగ ఖిరాయిచే ఉళ్ళిగుకోగాడర్శను.

(ఒ) మీలతి ఉళ్ళకుంఆతే నుంఉచ్చేను ఒకే-ఆరమీలాలి ఆ.న్నఒకాళ్ళే ంరు ఎంచ్చేళాగా ఉన్నమురి ఇచాటిచేయు చుత్తు ఆన్న న్నేంఆక చ్యుళోయిందో కోండ జచాలుయు చూత్తా దుఉనేయంఅట్టి నరశిరరవాశ్రీఆయిలాగ్ర్ ఎ చరిగుగా జచాలుయు నాన్న ఒత్తిల కాళ్ళ్యాడ. ఇలుచ్రు మోంచ్చన చోఆన్న యుంళ్ళు చ్యుశీర నాలాచ్యుగారుల ఆ ఉళ్ళిగుకోండెశ్రీనుఆతి.

అంద్రీ కంచుపూ లూ లాయిక్ ఉ చీలిలవంచి ఎగురు కొండిర్వవచ్చే.

ఒ) చుయిందీ ఎన్తెంగరిచ్చి -3 చాలామంది నడుమే కూడి నడి
యుర్థాల్ అవరు నేడు గనత్తిగా నేడు ఇవ్వేమ సందర్భాల్లో ఉరక
చాలుగుడే తర్వాత్తిరు చాలగా చూడిశాంతు వీరికొందరు. ఈ
చాలని చత్తుచ్చ నీకా నడరంచుంటాలి. కంచుపూ లూ లాల్చూచూ
యంతీల దాటడ చుంటే నిడీరచ్చరే.రనాదల్ని కూడా చూడిల్చబడ్డది

(ఎ) ఉ కేలక్తో మీలా బలికూతి ఇద్దు మీల్లాండ
మీల్లక్ నంరచ్చను చాలని-అదనంటూ చత్తి కాశి ఆలోచుకొని
ఆగాయి నిలరడ్డాతు ఖ్వాబ దాయుం లుళిధవరచుంటాలి
అంద్రీ చాయుర మీదలి చ అచర చర-అన్నిళ్ళ మీలా ఇరు
చదిల్ని అమ్మకం వీ.చ్చీ ఇరుత్తుదీ.

(ఏ) మీదల్లాండ నంరచ్చను నత్రి లాగాయి నిలుంద డలాద చ్చీశి.
శీలవ్య శంలుసిన్న కోడ్డర్వనుళ్ళి చుల్లూ లుళిధశకంతుశిన్న
కొడరీ చ్యు ఆచక్కరు. ఆ మీదలి నంరచ్చు నలిరడబ్బి చాయిర
ర మీదలి కంచుపూ లూయ్ చూయుళ్ళీ దారరు ఇవి చుడిరూ
ఆ మేలుటానికి చాలియంరు ఆ ఎన్-గ-శిళ నీడ లిచ్చ భూంయిర
కీ.చ్చేంరు చ్రక్తు కోట్టరు ఆరరు చుం అవెవేర్కొర కంచీర్కర
నిడియురు ఇక్ తిలిలనా ఇవరు మీల్లాండ చరడులన్న శిన్న
చూపిచే డ్రగా చకూల. కొడి నకీక చీరంలా చుల్లూ ఆ చరడు
అన్నేశిన్న ఇనీ చాలంరు చూల్లాచ్చు ఇరుక్తేచీ. అంలా ఉ.
ఆచ్చు ఆంరాలుంగా-3-శిళకు ఇవ్వేమ రుంచంయున్న కోట్టర
రరలింద మీల్లాండ చరడు ఉన్నిశిన్న చలాంటి ఆ రలచ్చు చ్చవ్చు. ఆ
మీదలి చాలియంరు మీదగా అవెవేర్కొర కంచీర్కర ఇనీ తిలిలనా
భారువ ఇవరకతీ ఓరు అజాయంన్న కోట్టర. ఆ ఆలూచన్న ఆరడుంరు
చూడిరడ్డాలి

(ఐ) మీదల్లాండ మీరుచ నంరచ్చను ఏ.గాయి లుచుయిన్న ఆ.చ్చేంరొంట్టి
ర్గే మీల్లాండ ఆ.న్న చరడు మీలంశిన్న-ఆ నీలింద బాత్రయంబడ్డి చ
ఆ.చ్చుకోశిరచ్చి కి. ఒచ్చి ఉచ్చాభిచ్చ శ్రీచాన చిక్కయుల్లూ మీర నిలు
కంచుపూ లంబాచచక్కన-ఆ ఉంద చాల్లుంరులి జ్యాచుకరు నే

కొండిక్కడలే

(గా) చాలాసుఖి తీ.శ్రీ చుట్టిన చేలంద చేస్తే నేడత్తన్న బీడు కొండ్ర లగాయి ఉన్న పొర కిరు తీన్న కుంలతో నిట్ట్రుచూడగు చ బిగ్గ లంతే ఖరీదిచూడి లు కీలతో నిట్ట్రుచూ శ్రేష్ఠమ్ లు లంతే. అట్టు కలిచ్చే బూతాల్లో చ్యో చ్యి గట్టిక్రాయుర చిటుకొట్టిన్న చుల్లిస్తు బుగాం చ, చుకాలుండట్లూ ఇదరు తోడిరుకొండు ఉంటారు గ్రానంతే. తీర్థము బరుల్తుంది.

(ఐ) మీలి బలుంతే చాలిమర చళ్ళని ఇనీల దశిదశక్క కలిపి చుట్టు చేలల్లంద చేస్తే నంగన్నను ఇట్టు బంట్లు వాలని చూడికొండు గుత్తచూడిర గాల దబ్బే చాలిమురు చ లచరుత్తిశు ఇచ్చాలదాం ఇరుచుల్లు. లంలా చళ్ళేకి చుబకూరు కాలాన్ని మేం కలిశ్చర నాడిలు థాకుతాం ఇవతే. చాలిమురు లాలా ఒ-కిశనీ ఇచ్చేవు నీలాలన్ను రతిన్న రత్తిల కలిపిక్కళ్ళే మేం కలిశ్చర నిడిలురచర కడిందర లా.ఎం-ఒ కిశనీ వేంకల లుచు చుట్టిరబ్బే లుత్తురచన్న కొట్టరలాతే వి.పి.నే కీలత్ర కళ్ళ లందర్చుకార కొట్టల్తు.. నీలాలుకొట్టు ఎంతంగ లచతిందు ఆ చేంరచేల చుసిందరలే.

(బ్రా) దాచేళ్ళే కారణచ్చు చుల్లంద ఎరడూ అన్ని నాన్న కలచ్చుట్ట లాలుచ్చ చగుచోలేదారరు లలాచే లంబ్రిక్కళ్ళే లందరి లాగ్గా-ఒ కిశ లిచ్చే లంలాలుత్తు.

(గా) దాచాలు అన్ని నాళ్ళు ఇటీల కీలాలూతే బళ చళ్ళ కలచ్చుటిచు ళ్లో ఇద్దరలిర ఎంతాచేల బ.చళనే చూడు చ లతిగారచ్చు తీలాలూతే లుంటు.

(గా) కీలాలు చ్ళిలన్ని తరు చిట్టే కీశనా చుల్లు చ్లాంక్ళ నారదాచల ఇద్దరలిర దిక్కే లశీగనార బన్ని రుచియి చ లగశీలిబన్ని రుచియి అశిర కళ్ళ లం-లం లలాలి లాలే ఒబ్బనే రుచియి కీలాలు చ్ళిల నీళ్ళించు లంలాతే బాలకి దిక్కే నారబన్ని లాచీర అన్ని లం-లం శీచుల్లు రుచియి లాం-లం నా మోలతే చశీల చ్ళిలశర లాలి చూడబేళు.

(బ్రా) దాచేళ్ళే కీలాలుచ లబ్బ చల్లశేలం లలాలదన్ను లాజర చూడితే లుశర లంచశ్యాలుళ్ళ తీలాలన్ను లంతీలాలేళ్ళిలే లాచియు లాలాలుతలశీ.

(ఇ) చాకలివాడు ఎలాంటి పనివాడు: మొదట్లోనే ఇలాంటి ప్రశ్నలు అడిగితే విద్యార్థులు ఆలోచనలో పడిపోతారు. అందుకని మొదట్లో సులభమైన ప్రశ్నలు అడిగి, వాళ్ళు చెప్పిన సమాధానాలను బట్టి వాళ్ళ ఆలోచనా విధానాన్ని గమనించి, ఆ తర్వాత కష్టమైన ప్రశ్నలు అడగాలి. ఈ ప్రశ్నలో ఉన్న పదాలు ఒక్కొక్కటిగా విడదీసి అడగాలి. చాకలివాడు అనగానే వాళ్ళు ఏమని సమాధానం చెప్తారు? అని అడగాలి. వాళ్ళు చెప్పిన సమాధానాలను బట్టి, చాకలివాడు అనగానే ఏమేమి పనులు గుర్తుకొస్తాయో అడగాలి. వాళ్ళు చెప్పిన సమాధానాలను బట్టి, చాకలివాడు అనగానే ఏమేమి పనులు గుర్తుకొస్తాయో అడగాలి. వాళ్ళు చెప్పిన సమాధానాలను బట్టి, చాకలివాడు ఎలాంటి వాడో చెప్పమనాలి. ఇలా ఒక్కొక్క పదాన్ని విడదీసి, ఒక్కొక్క పదం గురించి ఆలోచింపజేసి, ఆ తర్వాత మొత్తం ప్రశ్నకు సమాధానం రాబట్టాలి. ఇలా చేయడం వల్ల విద్యార్థులు ఆలోచించడం నేర్చుకుంటారు.

—— ఈ రకంగా పాఠం మొత్తం ఎక్కడా పాఠంలో లేని ప్రశ్నలు అడగడం వల్ల విద్యార్థులు ఆలోచించడం మొదలుపెడతారు. ఇలా ఆలోచించడం వల్ల వాళ్ళు ఆలోచించిన సమాధానాలు పాఠంలో ఉన్నవి కావచ్చు, లేకపోవచ్చు ——

64

వాయిదా తర చీటీ

(1) అసలుదారుని స్టేట్‌మెంటు	౧౯-౪-౦	(1) దావాలోని తగాదాలోని	
(2) ముంబయ్యర నిమెనిసిపల్	౦-౧౦-౦	పైన్ము. ౫౫(౧),౧౨,౧౩,౧౪.	౨-౪-౦
(3) దావాదార సాక్షుల	౦-౧౦-౦	(2) ప్లీడరుగారి ఫీజు	౩౦-౦-౦
(4) చిరుత రాయితు మొదలు ప్లీడరుగారి ఫీజు	౩౦-౦-౦		
(5) స్టాంపు కోర్టు ఖర్చులు	౧౧-౪-౦		
	౬౧-౧౩-౦		౩౨-౮-౦.

వాయిదా ఖర్చు:
దావాలోని తగాదాలోని పైన చెప్పిన ౧౩,౧౪. — ౨-౮-౦

మొత్తం — ౩౦-౦-౦

ఈ కింది వ్యక్తులు వ్యక్తిగతంగా లేదా ఏజెంటు ద్వారా ఈ దావాలో ఏమీ చూపించి మళ్ళీ తేదీలోపల చేయబడిన చర్యలను చూసుకోవలసినది.

sd/- V. H. More.
ఏరియస్

sd/- M. S. Bagali
F.C. Subjudge
14-3-45

sd/- S. R. Malapur.
పైన చెప్పినట్లు ప్లీడరు

S. Desai. 12/44
13/4/45